



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

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Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 22, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 March 22, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO NEGOTIATE AND EXECUTE AMENDMENTS TO SITE ACCESS AGREEMENTS
WITH LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY
(FIFTH DISTRICT)
(3 VOTES)**

SUBJECT

The recommendation is a request for a delegated authority to the Chief Executive Officer, or her designee, to execute in substantially similar form, Amendments to Site Access Agreements with the Los Angeles Regional Interoperable Communications System Authority for the collocation, construction, operation, and maintenance of the Land Mobile Radio Network at the Los Angeles County Sheriff's Temple City Station and Palmdale Station, two sites that the Board of Supervisors previously approved for the installation of the Long Term Evolution infrastructure.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval and execution of the Amendments to the Site Access Agreements (SAAs) for the Los Angeles County Sheriff's Temple City Station and Palmdale Station, with the Los Angeles Regional Interoperable Communications System Authority (LA-RICS Authority) to allow for collocation, construction, operation, and maintenance of the Land Mobile Radio (LMR) equipment at these two site(s) that are County-owned, are exempt from review under the California Environmental Quality Act (CEQA), pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS project for the reasons stated in the report, and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference. To the extent any leased circuit work may occur outside of these two sites as needed to provide connectivity to the site(s), such work is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in the staff

report, and as noted in the LA-RICS Authority's record of the project, the relevant portion of which is hereby incorporated by reference.

2. Delegate authority to the Chief Executive Officer, or her designee, to execute, in substantially similar form, up to two Amendments to the SAAs for the collocation, construction, operation, and maintenance of the LMR equipment at County-owned sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Chief Executive Officer (CEO) to execute gratis, non-exclusive Amendments to the Site Access Agreements (SAAs) for the Los Angeles County Sheriff's Temple City Station (LASDTEM) and Palmdale Station (PLM), to permit the Land Mobile Radio (LMR) equipment to be collocated at existing telecommunications infrastructure for the LA-RICS, Long Term Evolution (LTE) System, for an unlimited period at existing County-owned sites. The Board of Supervisors previously approved the use of the LASDTEM and PLM as LTE sites. The LA-RICS Authority is proposing to simply collocate its LMR equipment on the existing LTE infrastructure, and install equipment shelter(s) as needed, at these sites.

Expeditious and efficient processing of each Amendment to the SAAs is needed to allow the LA-RICS Authority to fulfill its grant funding timeline obligations under Urban Areas Security Initiative (UASI) '11 for completion of various LMR sites, in a phased manner. The subject County-owned sites are outlined in Attachment A. The Amendments are included in Attachment B. Public outreach to the two jurisdictions and outreach to residents within 500 feet of the sites have been completed as well.

Implementation of Strategic Plan Goals

The proposed SAAs support the Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1). Upon entering into the proposed Amendments to the SAAs, the LA-RICS Authority will be in a position to further develop a modern public safety LMR communication system that will maximize the effectiveness of processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services, particularly in the areas of public safety.

FISCAL IMPACT/FINANCING

The granting of non-exclusive access to LA-RICS will be on a gratis basis, and will have no fiscal impact for the County-owned sites.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LA-RICS was formed in 2009, as a Joint Powers Authority comprised of independent cities, the County, and other public agencies throughout Los Angeles County. The County is a member agency in the LA-RICS Authority. The mission of the LA-RICS Authority is to engage in a region-wide cooperative effort to plan and establish a wide-area interoperable public safety communications network known as LA-RICS. When commissioned, the LA-RICS will provide first and secondary responders with the technology to coordinate, in real time, their response in a day-to-day operations, and most importantly, during emergencies. The LA-RICS is made up of two independent systems, the LTE and the LMR Systems. The Amendments to the SAAs covered in the staff report are only for the LMR System.

These Amendments are necessary to license certain real property owned by the County to the LA-RICS Authority for use as a LMR communications site. The LA-RICS Authority will collocate, construct, own, operate, and maintain the LMR System. The LMR project is a single, unified public safety radio communications system for Los Angeles County. Currently, more than 80 public safety agencies use 40 different and aging radio systems to communicate, preventing them from talking in real-time during catastrophic events. LA-RICS will provide public safety agencies with better, faster, and more accurate information with which to save lives and protect property.

Federal funding has been provided to support LA-RICS' mission, and certain milestones must be fulfilled in connection with this funding. The use of these two sites will facilitate applying these federal funds timely.

The proposed Amendments to the SAAs have been prepared and negotiated by the Chief Executive Office-Real Estate Division (CEO-RED), LA-RICS, and various County Counsel representing each party. Each Amendment will be executed in a form substantially similar to Attachment B. The SAAs stipulate that LA-RICS' responsibilities include utility payments, maintenance obligations, as well as certain insurance and indemnity requirements.

The LA-RICS Outreach Team, consisting of specialists with experience in telecommunications, engineering, site acquisition, public safety personnel and staff experienced with working with elected officials, scheduled and coordinated meetings with the impacted jurisdictions. In regards to the two sites identified in this Board letter, outreach has been completed for Temple City and Palmdale, including door-to-door outreach to residents/businesses within 500 feet of the proposed sites. The LA-RICS Authority also meet with the City Managers, and/or City Planner and Administrative Directors for the jurisdictions. Once the construction schedule has been approved, and prior to construction, those same residents will receive construction notifications via a door hanger/flyer, one to two weeks prior to the start of construction.

ENVIRONMENTAL DOCUMENTATION

Approval and execution of the Amendments to the Site Access Agreements, and all work at the LMR site(s) covered by the Site Access Agreements, are statutorily exempt from review under CEQA. Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, exempts these activities as long as they meet certain criteria set forth in the exemption. The LMR site(s) covered by the attached Amendments to the Site Access Agreements meet all of these criteria. This determination is based upon substantial evidence in the record that shows each of the following, as required by the exemption:

- (a) The site(s) is publicly owned and already contain antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- (b) Construction and implementation at the project site(s) would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- (c) Construction and implementation of the project at the site(s) would not have a substantial adverse impact on historical resources pursuant to Section 21084.1.

(d) Operation of the project at the project site(s) would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.

(e) Any new LMR antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission.

(f) Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.

(g) None of the sites are located on a school or sacred cultural site.

To connect the LMR site(s) to network nodes or aggregation points, it may be necessary to conduct some leased circuit work on and around the site (if detailed project design work determines that microwave or other options for connection are unavailable). Leased circuit work, if needed, may consist of simply activating existing fiber infrastructure or implementing aerial drops with no physical environmental impact or, to the extent physical disturbance is required, minor trenching within existing road right of way. To the extent some leased circuit work may need to occur outside of the LMR site(s) to allow connectivity between sites and the core network for the LMR system, such work is categorically exempt under CEQA pursuant to CEQA Guidelines sections 15301, 15303, and 15304 since the work would involve minor alteration of existing facilities, mechanical equipment, and location of new small facilities as well as minor alteration in the condition of land within the public right of way, and is therefore within certain classes of projects that have been determined not to have a significant environmental effect. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Further, leased circuit work would not include the removal of health, mature scenic trees, nor would it be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemption inapplicable based on project records.

As the CEQA Lead Agency, the LA-RICS Authority has determined that the LMR sites covered by the Amendments to the SAAs meet all of the criteria listed above. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings of the County for these Amendments.

Upon the approval of the Board of Supervisors of the recommended actions, a Notice of Exemption for the project site(s) covered by the Amendments to the Site Access Agreements will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

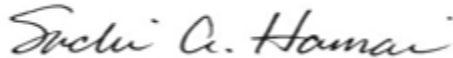
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no compromise of public safety missions or disruption of vital, existing communication services.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sachi A. Hamai".

SACHI A. HAMAI

Chief Executive Officer

SAH:DPH:CMM

KW:AA:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Internal Services
Sheriff

ATTACHMENT A

**LA-RICS
COUNTY-OWNED SITES
CEQA EXEMPT**

COUNTY SUPERVISORIAL DISTRICT 5
TOTAL COUNTY OWNED SITES: 2

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
LA COUNTY SHERIFF'S DEPARTMENT: TOTAL SITES – 2							
LASDTEM	Temple City Station	LA County Sheriff's Dept	8838 Las Tunas Dr	Temple City	CA	91780	LA County
PLM	Palmdale Station	LA County Sheriff's Dept	750 East Avenue Q	Palmdale	CA	93550	LA County

ATTACHMENT B

**AMENDMENT NUMBER ONE TO
LTE SITE ACCESS AGREEMENT**

THIS AMENDMENT NUMBER ONE (together with all exhibits, attachments, and schedules hereto, if any, "Amendment No. 1") **TO THE LTE SITE ACCESS AGREEMENT** ("Agreement") entered into on August 22, 2014, is effective as of March ___, 2016,

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter referred to as "Owner"

AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority."

RECITALS:

WHEREAS, Owner and the LA-RICS Authority have entered into an Agreement dated August 22, 2014 to permit the use of the Los Angeles County Sheriff's Department Temple Station as a Long Term Evolution ("Broadband" or "LTE") broadband communication site; and

WHEREAS, LA-RICS Authority now desires to also collocate, construct, install, operate and maintain Land Mobile Radio ("LMR") equipment at the Los Angeles County Sheriff's Department Temple Station ("LMR Site"); and

WHEREAS, Owner is willing to permit use of a portion of the Los Angeles County Sheriff's Department Temple Station by the LA-RICS Authority for use as both an LTE and LMR communication site (collectively "Los Angeles Regional Interoperable Communications System Site" or "LA-RICS Site"); and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by the Agreement, as modified by this Amendment No. 1 for use of the LA-RICS Site in accordance with the terms and conditions prescribed herein and in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to

such terms in the Agreement, unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in the Agreement, as amended by this Amendment No. 1.

2. General Revisions to Agreement.

2.01 All references in the Agreement to "LTE Site" or "LTE site" shall be replaced with "LA-RICS Site", as defined in this Amendment No. 1.

2.02 All references in the Agreement to "LTE Vendor" shall be replaced with "LTE Vendor and/or LMR Vendor." "LTE Vendor" and "LMR Vendor" are currently defined in the Agreement.

3. Revisions to Section 1.01. Section 1.01 is hereby deleted in its entirety and is replaced as follows:

"1.01 Owner hereby licenses to the LA-RICS Authority and LA-RICS Authority hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE and LMR communication site, consisting of the parcels of land shown on Exhibit A attached hereto and incorporated herein by this reference (the "LA-RICS Site")."

4. Revisions to Section 2.01. Section 2.01 is hereby deleted in its entirety and is replaced as follows:

"2.01 The sole purpose of this Agreement is to allow the LA-RICS Authority to use the LA-RICS Site for the installation, operation, maintenance, and repair of an LTE and LMR communication facility. The LA-RICS Authority, (and/or its member agencies, the LTE Vendor and/or LMR Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS Authority's LTE and LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LTE and LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LA-RICS Site 24 hours per day, 7 days per week without notice. Each LA-RICS Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities")."

5. Revisions to Agreement Exhibits/Attachments. The following exhibits are revised as follows:

5.01 Exhibit B (Equipment List) is hereby deleted in its entirety and replaced with the new Exhibit B (Equipment List) which is attached to this Amendment No. 1 and incorporated by this reference.

6. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. This Amendment No. 1 may be executed in one or more original, PDF or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the LA-RICS Authority has executed this Amendment No. 1 or caused it to be duly executed and Owner has caused this Amendment No. 1 to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

SITE DESCRIPTION

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code
LASDTEM	Temple City	LA County Sheriff's Dept	8838 Las Tunas Dr	Temple City	CA	91780

EXHIBIT B
EQUIPMENT LIST

LOS ANGELES COUNTY SHERIFF'S STATION, TEMPLE CITY

EQUIPMENT LIST (LMR)

- LMR Antennas
- Microwave Dishes
- Antenna System hardware, LMR/ Microwave
- Transmission and coax lines
- MPLS Routers
- LMR Radio Racks
- Combiner & Multicoupler racks
- Diesel Generator and Automatic Transfer Switch (upgrade PSBN/LTE installation)
- DC Power Plant for LMR
- DC Power Plant for Microwave
- Equipment Shelter

Note: All equipment listed above shall be installed at the locations specified in the final design drawings, including all revisions approved by Owner.

EQUIPMENT LIST (COMPLETED AS PART OF PSBN/LTE)

- LTE 70' Antenna Support Structure (Monopole)
- LTE Antennas and line
- Antenna Support Hardware
- Power
 1. Generator and Automatic Transfer Switch (to be replaced with higher capacity during LMR)
 2. Electrical H-Frame
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router

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BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter referred to as "Owner"

AND

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RECITALS:

WHEREAS, Owner and the LA-RICS Authority have entered into an Agreement dated August 22, 2014 to permit the use of the Los Angeles County Sheriff's Department Palmdale Station as a Long Term Evolution ("Broadband" or "LTE") broadband communication site; and

WHEREAS, LA-RICS Authority now desires to also collocate, construct, install, operate and maintain Land Mobile Radio ("LMR") equipment at the Los Angeles County Sheriff's Department Palmdale Station ("LMR Site"); and

WHEREAS, Owner is willing to permit use of a portion of the Los Angeles County Sheriff's Department Palmdale Station by the LA-RICS Authority for use as both an LTE and LMR communication site (collectively "Los Angeles Regional Interoperable Communications System Site" or "LA-RICS Site"); and

WHEREAS, LA-RICS Authority is willing to accept and exercise the rights granted by the Agreement, as modified by this Amendment No. 1 for use of the LA-RICS Site in accordance with the terms and conditions prescribed herein and in the Agreement.

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IN WITNESS WHEREOF, the LA-RICS Authority has executed this Amendment No. 1 or caused it to be duly executed and Owner has caused this Amendment No. 1 to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES

A California Joint Powers Authority

By: _____

Name: _____

Its: _____

By: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

By: _____
Deputy

EXHIBIT A

SITE DESCRIPTION

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code
PLM	Palmdale	LA County Sheriff's Dept	750 East Avenue Q	Palmdale	CA	93550

EXHIBIT B
EQUIPMENT LIST

LOS ANGELES COUNTY SHERIFF'S STATION, PALMDALE

EQUIPMENT LIST (LMR)

- LMR Antennas
- Microwave Dishes
- Antenna System hardware, LMR/ Microwave
- Transmission and coax lines
- MPLS Routers
- LMR Radio Racks
- Combiner & Multicoupler racks
- Core Switch Racks
- DC Power Plant for LMR
- DC Power Plant for Microwave

Note: All equipment listed above shall be installed at the locations specified in the final design drawings, including all revisions approved by Owner.

EQUIPMENT LIST (COMPLETED AS PART OF PSBN/LTE)

- LTE Antennas and line
- Microwave Dishes
- Antenna Support Hardware
- Power (House Power and Generator)
- RBS Radio Cabinet
- BBS Radio Battery Cabinet
- TMR Microwave Cabinet
- BBS Microwave Battery Cabinet
- MPLS Site Router